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ABSTRACT

The collective bargaining agreement between Peninsula College, the Penninsula College Faculty Association, and the Board of Trustees of Community College District Number 1 is presented. This contract, covering the period from 1989 through 1992, deals with the following topics: bargaining agent recognition; compliance and conformity to law; association rights; non-discrimination; faculty rights, including academic freedom, personnel files, working conditions, leaves of absence, tenure, termination of employment, and professional development; compensation; grievance procedure; management rights; scope of agreement; exceptions; and duration. Appendixes provide a detailed description of leaves, including general leave, professional leave, emergency leave, bereavement leave, military leave, jury duty leave, maternity/paternity leave, and sick leave; a review of appointments, titles, workload, and compensation; guidelines for the evaluation of tenured, probationary, and associate academic employees; information on reductions in force and dismissal; and full- and part-time faculty salary schedules. (PAA)

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PENINSULA COLLEGE

Peninsula College – P.C.F.A. Agreement 1989 - 1992

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CONTRACT I
PREAMBLE

PENINSULA COLLEGE-P.C.F.A. 1989-1992 CONTRACT

Contract I between the Board of Trustees of Community College District No. 1, Peninsula College and the Peninsula College Faculty Association, affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the Association, shall apply only to those academics employees employed by the College who do not work under the terms of the educational contract with the Washington State Department of Corrections. The terms Employer, Board, or College used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

All references to "Agreement" in this section shall refer to Contract I.

ARTICLE I - RECOGNITION

Section 1.

The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52.

Section 2.

The term academic employee shall be defined as one performing teaching, learning resources, or counseling functions. All other employees are excluded from the provisions of this agreement.

ARTICLE II - COMPLIANCE AND CONFORMITY TO LAW

Section 1 - Employment Notice and Service Record Changes (ENSRC)

All ENSRC's shall be subject to and consistent with Washington State Law and the terms and conditions of this Contract. Any ENSRC hereinafter issued shall provide that it be subject to the terms of this contract between the Board and the Association. This contract, however, shall not abrogate the rights of any academic employee under the provisions of RCW 28B.52.050. If any ENSRC contains language inconsistent with this Contract, this Contract shall prevail unless contract provisions are superseded by law or legislative action.

Section 2

Should any section of this Agreement be found contrary to existing law, the remainder of the Agreement shall not be affected thereby. In such case, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

ARTICLE III - ASSOCIATION RIGHTS

Section 1 - Exclusivity

The rights and privileges of the Association as the exclusive collective bargaining representative and those rights and privileges accorded to the Association by this Agreement shall not be granted or extended to any competing labor organization except as directed by the Washington Public Employment Relations Commission (PERC) or applicable statute.

Section 2 - Payroll Deductions

All full-time academic employees and all academic employees assigned a parking space will pay a $15.00 annual parking fee, to be paid $5.00 per quarter fall, winter, and spring quarters, to assist in supporting parking lot maintenance. Part-time academic employees working regularly on campus and not assigned a parking space will pay a $2.50 per quarter parking fee. All parking fees will be paid by payroll deduction.

The Employer agrees to provide, upon receipt of authorization from the eligible employee, payroll deductions from the employee's salary for: insurance plans, tax-sheltered annuities, credit unions, or other plans provided that such deductions are in accordance with state law, federal law, OFM regulations, and provided that any plan not offered to employees by the State of Washington have a minimum of six subscribers. The Employer shall also make, when authorized by employees, deductions to a political action committee provided at least 25 employees have indicated a desire to have such deductions.

Section 3 - Association Membership

A. Representation Fee: Beginning fall quarter 1990 full-time academic employees, as a condition of continued employment on or after the thirtieth day following the first year of such employment, shall become members of the Association or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership of the bargaining unit. Such requirement shall also apply to associate academic employees for any quarter in which the employee is assigned .50 FTEF or more of an assignment, utilizing the tenth day of enrollment data.

B. Nonassociation: If an academic employee asserts a right of nonassociation based on bona fide religious tenets or

teachings of a church or religious body of which such academic employee is a member, that academic employee shall pay to a nonreligious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Association. The charity shall be agreed upon by the employee and the Association. The academic employee shall furnish written proof that such payments have been made. If the academic employee and the Association cannot reach agreement on the matter, PERC shall designate the charitable organization. In the event of a disagreement arising out of a claim of nonassociation based on bona fide religious tenets, either the academic employee or the Association may file with PERC a petition for a declaratory ruling. Upon being served with a copy of such a petition filed, the Employer shall preserve the status quo by withholding and retaining the disputed fees until PERC has ruled on the matter.

C. Notification: The Employer agrees to notify all applicants and new hires of the representation provision and agrees to provide the Association's information on membership and representation to new hires.

D. Payroll Deduction: The Employer shall provide payroll deduction of Association membership dues and representation fees. Such deductions shall be remitted to the authorized Association representative within five (5) contract days of the issuance of payroll checks. The Association agrees to indemnify and defend the Employer, the State of Washington, its officers, agents, employees, agencies, and departments, and hold them harmless against any and all existing and future suits, claims, damages, causes of action, losses and expenses of any kind or nature relating to the provisions of Section 3 of this Agreement, including, but not limited to, suits or

claims arising out of actions taken or not taken by the Employer for the purpose of complying with Section 3. The Association shall have no obligation to indemnify, defend, or pay the judgments or attorney fees of attorneys defending against claims relating to Section 3 unless the employer has first tendered control of the defense to the Association and its attorneys.

E. Deduction of Representation Fee: In implementing the provisions of Section 3. A. above, the following shall apply:

1. All representation fees and dues shall be through payroll deduction.
2. Once a part-time academic employee has had deductions made because of the .50 threshold described in Section 3. A., any deductions in subsequent quarters in which the individual meets this threshold shall automatically begin with the first pay period. Individual employees are responsible for notifying the payroll office when they are no longer eligible for representation deduction.

Section 4 - Association/Employer Committee

Both parties agree that its representatives shall meet at a time and place mutually agreeable for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have control over the selection of the representation of the other party. Nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce rights or prerogatives as outlined elsewhere in this Agreement.

Section 5 - Use of District Facilities

The Association and its representatives shall have the right to use college buildings and equipment for Association meetings without charge. Facilities shall be reserved through appropriate scheduling procedures. In addition, all academic employees will be allowed to use College document copying facilities for personal use of up to 50 copies annually at no charge.

Section 6 - Posting and Distribution of Materials

The Association and its affiliates shall have the exclusive right to post notices of its activities and matters of Association concern on a bulletin board(s) designated for such use and to distribute such notices in faculty mailboxes.

Section 7 - Employee Information

The Employer agrees to furnish the Association information as requested to assist the Association in contract negotiations, in support of any grievance, and/or support of any employee against whom a complaint is filed or pending. This shall include complaints involving dismissal. Confidential personnel information shall be furnished only in accordance with district policy and state and federal regulations.

Section 8 - Attendance at Board Meetings/Agenda Item

An Association representative shall have the right to attend all regular or special meetings of the Board other than executive sessions. The Board shall place on the agenda of each meeting an item entitled "PCFA Report."

Section 9 - Agreement Distribution

A copy of this Agreement shall be made available to each full-time and associate faculty and academic employee.

ARTICLE IV - NON-DISCRIMINATION

Section 1 - Non-discrimination

Community College District No. 1, Peninsula College, is committed to a policy of non-discrimination against any person because of race, color, religion, national origin, age, handicap, status as a Vietnam-era or disabled veteran, sex, or sexual orientation.

Section 2 - Association Membership

The Employer shall recognize the right of faculty employees to organize, join, and support the Association and its activities. The Employer agrees it will not discriminate against any faculty employee because of membership in the Association or because of any action taken within the duly established grievance procedure.

ARTICLE V - FACULTY RIGHTS

Section 1 - Right to Due Process

No academic employee shall be reprimanded, disciplined, dismissed, or reduced in compensation without just cause. Any charges against an academic employee which may result in reprimand, discipline, dismissal, or reduction in compensation shall be made in writing and conveyed to the employee by certified mail. An academic employee shall have the right to have one individual of his/her choice present at any meeting wherein the academic employee believes he/she may be reprimanded, disciplined, or denied rights available under this Agreement. Nothing herein shall be construed to preclude administrative personnel from attempting to resolve problems with an academic employee in confidence. This section

shall not apply to matters regarding tenure review or dismissal pursuant to Appendices C and D.

Section 2 - Academic Freedom

The Employer and the Association agree that academic freedom is essential to the fulfillment of the purposes of Peninsula College and acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their obligations in the performance of their professional duties.

Accordingly, the employees shall be guaranteed full freedom in classroom presentations and discussions and may explore controversial material relevant to course content.

Section 3 - Personnel Files

A. Copies of materials in the official personnel files shall be confidential and shall be restricted to use at formal institutional meetings, for normal administrative requirements, or when otherwise required by law. Each academic employee shall have access to his/her own personnel file during normal working hours upon reasonable advanced notification and/or may designate in writing a representative of his/her choice for such access. An academic employee shall be notified of any requests, either oral or written, for access to his/her personnel files other than those authorized in this section. Derogatory materials may be placed in the personnel file after allowing them to be read by the academic employee and allowing him/her to append to them answers to any charges, complaints, or statements involved. The academic employee shall then sign the materials, which signing does not necessarily imply agreement with the statements contained in the material. Materials deemed irrelevant by Employer and Employee may be removed by mutual agreement. Materials placed

in the personnel file will not be removed without the knowledge of the academic employee. There shall be no other personnel files kept by the Employer.

B. Any materials to be used by the employer in initiating disciplinary action against an employee shall be placed in that employee's personnel file prior to such action. Materials not placed in the employee's personnel file cannot be used against the employee. An exception to this section shall be an emergency in which the College President may decide that immediate suspension or other action is in the best interests of employees, students, or the College. Documentation in such instances shall be placed in personnel files within a reasonable time.

Section 4 - Working Conditions

Academic employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well being, or the health and safety of students. Room capacity shall be determined and posted and shall conform to local fire codes. When making room assignments, the Employer shall attempt to assign classrooms according to specific course content, objectives, teaching styles, and availability.

Section 5 - Employer's Policy Manual

Full-time and associate academic employees shall be supplied a copy of the Employer's policy manual, which shall be consistent with the terms and conditions of this Agreement. All other academic employees shall have access to the Employer's policy manual in the library. All Employer policies, procedures, and regulations not covered in this Contract shall be included in the policy manual on a timely basis after adoption by the Board. The Employer will request, periodically, that policy manuals be

returned to the personnel office for updating. These requests shall be transmitted to faculty members via memoranda and regular faculty meeting announcements. The Employer shall not be responsible for the current and timely condition of those policy manuals not returned as requested.

Section 6 - Leaves of Absence

Leaves of absence for academic employees shall be in accordance with Appendix A.

Section 7 - Insurance

The Employer shall contribute to state-authorized insurance plans according to state regulations and the requirements of the State Employees' Benefits Board for eligible full-time and part-time academic employees. All premiums in excess of the amount specified by state law and insurance regulations shall be borne by the employee. During periods of authorized leave without pay, employees may choose to continue in authorized insurance programs by paying those premiums normally paid by the State and the Employer.

Employer insurance premium contributions shall be made for each month of the calendar year for full-time tenured and probationary employees according to State Employee Insurance Board rules. Associate academic faculty members shall be allowed to continue medical insurance already in effect by self-paying premiums during summer quarter. The self-paying of premiums during summer quarter shall not imply any contractual obligation on the part of the College for subsequent quarters.

Section 8 - Tenure

The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees

that any administrative recommendations to grant or deny tenure which are contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationer and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure shall be in a manner consistent with Appendix C of this Agreement and shall not be subject to the grievance procedure of this Agreement.

Section 9 - Termination of Employment

Terminations of employment of academic employees shall be handled in accordance with Appendices C and D.

Section 10 - Faculty Screening Procedure

It shall be the responsibility of the president to (1) recommend employment to the Board of Trustees, and (2) to notify elected candidates of their selection. In the implementation of this policy, it shall be the responsibility of the president to (1) identify vacancies and recommend the creation of new positions, (2) develop descriptions of qualifications and duties relating to such positions, (3) make appropriate announcements of such vacancies, and (4) prescribe a method of application and an appropriate application form.

It shall be the responsibility of the president to select academic employees who meet or exceed the following standards:

1. A master's degree in the academic discipline to be taught, or
2. A journeyman rating or equivalent training for vocational-technical instructors.

It shall be the responsibility of the dean of instruction to (1) secure credentials of the candidates, (2) arrange for interviews between candidates, division chairperson, and other

members of the division, and (3) recommend employment to the president.

Section 11 - Instructional Assignment

Assignment of instructional duties shall occur only after consultation with the employee to be assigned.

Section 12 - Copyrights and Patents

The ownership of any materials, processes, or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his/her name.

The ownership of materials, processes, or inventions produced solely for the College and at college expense shall vest in the College and be copyrighted or patented, if at all, in its name.

In those instances where materials, processes, or inventions are produced by an academic employee with college support by way of significant personnel, time, facilities, or other college resources, the ownership of the materials, processes, or inventions will vest in and be copyrighted or patented by, if at all, the person designated by written agreement between the parties entered into prior to the production. In the event that there is no such written agreement entered into, the ownership shall vest in the College.

Section 13 - Professional Development

A. Peninsula College affirms the need for professional development of its academic employees as an important way of improving instruction, morale, and the effectiveness of the College as a whole in serving both students and community members. Independent research, study, writing, and other creative activity

shall be encouraged but shall not diminish the instructional effort.

All academic and vocational faculty shall develop an individual professional development plan. The objective of each plan will be to accumulate a minimum of 15 Professional Improvement Units every five years.

B. Funds for professional development shall be allocated in the college budget when an acceptable professional development plan is agreed to by both parties. The plan shall be updated each spring quarter for the following school year. Sabbatical leaves and summer stipends shall be considered as part of professional development funding.

C. A committee, known as the Peninsula College Professional Development Committee (PDC) shall be formed to recommend activities and allocation of funds for professional development. The committee shall consist of one elected representative from each division, one Association member, and one representative elected by the non-teaching academic employees.

ARTICLE VI - COMPENSATION

Compensation for all academic employees shall be in accordance with the procedures contained in Appendix B, III, and the schedules contained in Appendices E and F.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1

A grievance is defined as an alleged violation, misapplication, or misinterpretation by the Employer of the terms of this Agreement. The Association shall have the right to present grievances to the Employer and, if such grievances are found to have substance and merit, to have those grievances adjusted. An individual academic employee may choose to present his/her grievance directly and to have that grievance adjusted as above as long as the adjustment falls within the terms of this contract and as long as a representative of the Association has been given the opportunity to be present at the time of such adjustment.

Any grievance processed under the terms of this Article shall be defined clearly and the alleged contract violations specified. The Association shall not appoint nor authorize any ad hoc committee or committees which result in circumvention, either premeditated or unpremeditated, of the established grievance procedure. In addition, the Association shall not approve nor authorize direct communication about the grievance with individual members of the Board during the grievance process.

All non-grievable matters shall be resolved administratively.

All Association communications with the Board shall be through established procedures for submitting agenda items for regularly scheduled trustee meetings.

If a violation of this grievance procedure is perceived by the Employer, the Association shall be so notified in writing. If the Association does not agree that a violation has occurred, the matter will be subject to arbitration by the American Arbitration Association. If the Association agrees that a violation has occurred or the arbitrator determines that a violation has occurred, the provisions of this grievance procedure will be

nullified and renegotiation of the grievance procedure required. Renegotiations shall begin within ten (10) working days. Working days is defined as those days on which the College is open officially.

If two or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance. All documents, communications, and records of the grievance shall be filed in the personnel file(s) of the complainant(s). Grievances shall be handled in the following manner:

Step One

The grievant(s) and the Association representative, if requested by the aggrieved, may present the alleged grievance(s) to the appropriate immediate supervisor and dean in conference. If the grievance is not adjusted by this means, the grievance shall be reduced to writing, dated, and signed by the employee. The Association representative involved, if any, shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate supervisor and dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The dean shall respond to the Association in writing within seven (7) working days as to whether the grievance has or has not been settled. If the dean does not agree that sufficient evidence of a contract violation has been presented; or if specific and applicable provisions of the contract allegedly violated have not been cited and verified, the dean shall so state in answering the grievance. In such an instance, the grievance shall proceed to Step Two. If the president does not agree that the grievance represents a verifiable violation of the contract, the question shall be arbitrated as provided for in Section 4(D) of this procedure.

Step Two

If no mutual settlement is reached at Step One, the written grievance shall be submitted to the president or a designated representative not more than seven (7) working days after the dean of instruction's Step One response. Representative(s) of the Association shall be present at any meeting called to consider the grievance at this Step Two. At least three (3) working days' notice of the time and place of the hearing shall be given to all concerned parties. The president or a designated representative shall send a written answer to the Association within fourteen (14) working days following a Step Two meeting. Such answer shall be deemed to be the final position of the Employer. The grievant(s) shall report in writing to the Association that the grievance has or has not been mutually settled.

Step Three

If no mutual settlement is reached at Step Two, the Association may in its sole discretion, within seven (7) working days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2

With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within thirty (30) working days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. If either party fails to comply with the grievance time limits, the grievance shall proceed to the next step. Time limits may be waived or extended by mutual written agreement.

Section 3

Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the terms of this Agreement and which are processed in the manner herein provided shall be subject to arbitration.

Section 4

A. The arbitrator shall have no authority to render a decision or award which modifies, adds to, or subtracts from the provisions or conditions of this Agreement or any practices and policies which relate to the terms or working conditions of the employee.

B. The arbitrator shall have no authority to render a decision or award beyond the termination date or renewal or extension thereof of this Agreement.

C. The arbitrator shall have authority to base a decision or award only on the basis of evidence and matters presented by both parties in the presence of each other and the matters presented in the written briefs of the parties.

D. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

E. Decisions regarding tenure or dismissal shall not be grievable.

Section 5

The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association, and the employee(s) affected, consistent with the terms of this Agreement.

Section 6

Nothing in this Article shall be construed to preclude an academic employee from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

Section 7

It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

ARTICLE VIII - MANAGEMENT RIGHTS

The Board of Trustees has the responsibility and authority to manage and direct in behalf of and is held accountable to the public for all the operations and activities of Community College District No. 1 to the full extent authorized by law. The exercise of these powers, rights, authorities, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE IX - SCOPE OF AGREEMENT

Section 1

This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the Employer which shall be contrary to or inconsistent with its terms.

Section 2

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 3

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in Articles II and XI, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section 4

Nothing contained herein shall be construed to deny or restrict to any academic employee rights and responsibilities

he/she may have under the laws of the State of Washington and the United States or other applicable regulations.

ARTICLE X - EXCEPTION

If the college president determines that it is in the best interests of students and employees that the College be closed because of emergency conditions, all bargaining unit employees may be placed upon emergency leave status. If emergency closure is extended beyond two days, the college may be placed upon an extended daily class schedule to make up the missed instructional time.

ARTICLE XI - DURATION

This contract shall remain in full force and effect upon its execution to and including June 30, 1992. The Employer and the Association agree that Appendices E and F will be reopened for negotiation at any time that salary adjustments are provided by legislative action. Negotiations for a subsequent agreement may open beginning May 1, 1992, upon notification by either party of readiness to begin negotiations. Negotiations shall take place at times to be mutually planned. Any section of this contract, including the Preamble and all Appendices, may be reopened by mutual agreement at any time during the effective period of the contract.

PENINSULA COLLEGE CONTRACT 1989-1992
CONTRACT I

The foregoing contract consists of twenty one (21) pages, each page typewritten on one side only. This contract consists of this Preamble and Appendices A, B, C, D, E, and F.

FOR THE ASSOCIATION:

Steven Snyder

Steven Snyder, President
Peninsula College Faculty
Association

FOR THE EMPLOYER:

Marietta Kilmer

Marietta Kilmer, Chairman
Board of Trustees
Community College District No.1

Dated: 2/23/90

APPENDIX A - LEAVES

I. LEAVES

It shall be the policy of Peninsula College to grant leave to academic employees in the following instances: professional, sabbatical, childbirth, military, bereavement, personal illness or injury, special personal, and others as approved.

In the implementation of this policy, it shall be the responsibility of the president or his/her designee to: (1) receive and process applications for leave, and (2) recommend action on leave requests.

All leave under this agreement shall be designated as personal leave with the exception of leave of absence, professional leave, and military leave.

II. CONDITIONS WHICH APPLY TO REQUEST AND APPROVAL

A. Duration: This policy shall apply to all leaves of absence for periods in excess of one day. A leave of absence, if granted, shall be given for a period of time up to one year. Leave of absence for a period of one day or less shall be granted at the discretion of the president.

B. Application for leave: Application for leave of absence shall be made on an appropriate form provided by the College. In case of emergencies necessitating immediate departures, this shall be waived and granted ex post facto if approved.

C. Continuation of employee benefits: All employee benefits shall continue during the period of leave except as specifically restricted by regulations implementing this

policy. A prorated deduction shall be made from the member's salary for any period of unauthorized absence.

D. Academic employee obligations: Employees on leave of absence may be required to meet certain obligations relating to their leave status as specifically provided by regulations implementing this policy.

E. Other income: Academic employees on leave of absence, or who are applying for such leave, who receive or expect to receive income for professional services during the period of leave shall be required to report such actual or expected income as a condition of their leave status.

F. Reimbursement of expenses: The College shall reimburse employees on leave of absence for all travel and related living expenses only when such travel and expenses are in the interest of the College and approved by the president.

III. GENERAL LEAVES

A. Leaves of Absence

Leave of absence shall mean approved absence from duty without pay. It is recognized that leaves of varying lengths are sometimes necessary; however, a leave of absence will not normally exceed one (1) calendar year. An approved leave of absence shall provide the faculty member with assurance of reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence. All leave requests shall be judged on the merits of the request and the best interest of the College. A leave of absence may include, but not be limited to, advanced study, participation as an exchange teacher, serving as officer or staff member of a professional organization, or appointment or election to a political or public office.

B. Professional Leave (Full and Associate Academic Employees)

1. Professional leave is neither accumulative nor deductible from other leave to which the faculty member is entitled. Nor, if granted, does the faculty member suffer a salary reduction. Academic employees shall be granted leave to attend state and national meetings of their professional organizations related to their disciplines or to attend academic or occupational meetings related to their discipline. Requests shall be submitted to the division chairperson and dean at least five (5) days prior to the meeting or as soon as possible if the faculty member has less than five (5) days' notice.

2. Faculty Exchange Leave: An academic employee may wish to arrange an exchange of work assignment with a qualified colleague at an appropriate institution in industry, education, government, or other place of employment. Such professional exchange requires that the academic employee's replacement at Peninsula College be qualified to perform the employee's normally contracted duties or to perform other assignments of equal or higher priority. While participating in such an exchange, the Peninsula College academic employee shall officially continue as a full-time contracted member of the faculty and shall be treated as such in all respects by the College, i.e., maintaining position on the salary schedule, insurance and retirement coverage, and other benefits. All faculty exchange arrangements must be approved by the Employer.

C. Professional Leave - Sabbatical Leave (Full-time Academic Employees)

Sabbatical leave is awarded for the sole purpose of improving the professional skills and qualifications of the

academic employees. Such awards are made at the option of the Employer, who shall decide annually after consultation with the Association's sabbatical leave committee whether sabbatical leave shall be granted for the following academic year. Such determination of availability shall be made no later than the regularly scheduled January trustees' meeting. Compensation, which may be up to 100% of regular salary, shall be set by the trustees as part of the approval process. A maximum of one (1) full-time equivalent leave each year may be approved unless other determination is made by the trustees. Sabbatical leave may be approved for less than one academic year. The sabbatical leave committee may recommend that the full-time equivalent sabbatical year be divided into quarters and awarded by quarter to more than one person. Such awards shall be governed by the availability of qualified replacements. A person receiving a partial sabbatical may apply for additional quarters totaling a full-time equivalent in subsequent years.

Other considerations governing sabbatical leave awards are as follows:

1. Applications for sabbatical leave will be evaluated on a competitive basis. Length of service only or availability of a leave award alone will not be considered grounds for a leave award.
2. Applications for sabbatical leave must be submitted to the president's office by March 15 of any year an award is to be made.
3. Applications will be screened by a committee of five (5) tenured faculty members to be appointed by the president of the Association. The faculty committee will make recommendations for sabbatical leave awards to the college president, who will review all applications,

committee procedures, and recommendations before making final award recommendations to the Board of Trustees.

4. If an award is granted, notification to the recipient will be made no later than one (1) week following the regularly scheduled April trustees' meeting.
5. Initial eligibility for sabbatical leave requires completion of seven (7) years of meritorious full-time faculty service at Peninsula College plus tenured status. Sabbatical leave shall not be considered a service interruption.
6. Faculty members who have received a leave award may become eligible for further consideration after seven (7) more years of full-time faculty service.
7. No leave recipient receiving full compensation shall accept any employment for pay during the sabbatical leave period.
8. The sum of leave salary plus the amounts of any grants, stipends, fellowships, grants-in-aid, or financial payments from any other institution during the period shall not exceed the amount of regular salary during the leave period. An exception to this requirement may be made if a leave recipient receives tuition waivers or grants from a college or university as part of an approved sabbatical plan.
9. Recipients of leave awards will be required to agree with the College to:
   a. return to the College in former capacity unless agreed to otherwise, for a period equal to the period of sabbatical leave exclusive of summer quarter;
   b. follow the plan submitted as a basis for the leave request;

c. repay all leave compensation to the College should provisions (a) or (b) be violated as determined by the Employer.

10. Except for unusual circumstances, as determined by the Board of Trustees, sabbatical leave awards will not be granted to any individual with less than two (2) years of service remaining prior to retirement.

11. Plans for sabbatical leave will be evaluated according to the potential value in strengthening the instructional program at Peninsula College, specifically in the area of assigned teaching responsibilities for the applicant, the ability of the individual to carry out conditions of leave, and to achieve the objectives of an acceptable leave plan.

12. By the end of the first quarter following return from sabbatical leave, the recipient must submit to the College Trustees a complete and detailed report covering the period of leave. This report will include all information necessary to document achievement of the objectives of the leave plan.

D. Emergency Leave (Full and Associate Academic Employees)

Emergency leave with pay may be granted to academic employees not to exceed five (5) days per employee per year. Emergency leave is part of personal leave as herein defined and shall be treated in accordance with such provisions. Written application for consideration for emergency leave will be by provided form and addressed to the president within thirty (30) days after the date of absence. The decision regarding this request shall be transmitted to the academic employee within fifteen (15) days of receipt of the request

by the president or his/her designee. Situations in which emergency leave shall be granted are as follows:

1. The problem must have been suddenly precipitated or must be of such a nature that preplanning is not possible or when preplanning could not relieve the necessity for the faculty member's absence.
2. The problem cannot be one of minor importance or of mere convenience but must be serious.
3. For the purpose of emergency medical, dental, or optical appointments.
4. For the purpose of emergency closure.

E. Bereavement Leave (Full and Associate Academic Employees)

1. Up to five (5) days, including travel time, will be allowed as bereavement leave for each occurrence of a death in the immediate family as defined below. Bereavement leave is part of personal leave as herein defined and shall be treated in accordance with such provisions.
2. The immediate family shall be interpreted to include the mother, father, brother, sister, husband, wife, son, daughter, parents-in-law, brother-in-law, sister-in-law, grandparents, stepson, stepdaughter, and grandchildren.
3. Other than immediate family when death occurs not covered by this policy and when responsibilities of the individual faculty member may make an absence from work mandatory, a special request to the president is required.

F. Military Leave

Military leave shall be granted to faculty members under the provisions of the applicable federal and state statutes.

G. Jury Duty and Subpoena Leave (Full and Associate Academic Employees)

1. Should an academic employee be summoned to jury duty, the College will release the academic employee. Every effort will be made to find a qualified replacement for the academic employee(s) called; however, if a qualified replacement cannot be found, the court will be requested to release the academic employee(s) from jury duty.
2. An academic employee serving on jury duty shall be paid his/her regular salary. Compensation received from jury duty service shall be reimbursed to the College excluding any regularly acceptable per diem expenses paid by the court. Jury duty is not deductible from any other leave to which the academic employee is entitled.
3. Academic employees will be granted subpoena leave as may be required by the subpoena and shall be paid their regular salaries less any compensation received for services, excluding transportation and per diem expenses, except when an academic employee is the plaintiff or defendant in such action. This exception shall not apply when the academic employee is named as plaintiff or defendant while in the performance of his/her college duties.

H. Maternity/Paternity/Infant Adoption Leave (Full and Associate Academic Employees)

An academic employee requesting maternity/paternity/ infant adoption leave should, when possible, give written notice to the College at least two weeks prior to the commencement of the leave. The written request of this leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth or infant adoption, the academic employee shall inform the

College of the specific day when he/she will return to work. Such leave may be, at the option of the academic employee, integrated with sick leave with pay to the extent that there is a temporary disability verified by a physician.

I. Sick Leave (Full and Associate Academic Employees)

1. Conditions:

a. Illness, disability, or injury which has incapacitated the academic employee from performing required duties.

b. Serious illness in the immediate family that requires the employee to provide immediate necessary care of the patient or to make arrangements for extended care. Immediate family is defined as for bereavement leave.

2. Notification:

In case of illness or injury to the employee or immediate family member, that employee or his/her designee must report to the instructional office by telephone as soon as it becomes apparent that he/she will be absent from the college during normal working hours and/or that he/she will be unable to meet his/her classes or assigned duties. He/she must keep the appropriate administrator informed of his/her progress and expected date of return to duty. An academic employee absence report will be submitted to the appropriate administrator for approval.

3. Transferability:

Accumulated personal leave for eligible employees shall be transferred from one community college district to another in accordance with applicable statute. Accumulated personal leave will be granted to such a person when he/she returns to employment with this District. All leave transferred into

this District shall be computed for compensability on the same basis as leave accumulated with the District.

J. Special Personal Leave

Full-time annually contracted academic employees shall have one day per academic year (September-June) plus a second personal leave day which may not be taken on a scheduled teaching day or on the day of commencement. Associate faculty shall have one day per academic year provided that the previous two quarters of employment have been in associate status. For this purpose, spring and fall quarters may be considered consecutive quarters. Special personal leave days shall be non-cumulative and shall be arranged in advance with the dean of instruction. Special personal leave days shall be deducted from non-compensable leave days.

1 - Accumulation of Leave

a. Full-time academic employees under contract or otherwise employed by Peninsula College shall have posted to their leave records a credit of twelve (12) days of personal leave accumulated at the rate of one day (8 hours) per calendar month. Such days shall be deemed compensable for any month during which full-time contractual days are worked (normally ten (10) days). The remaining days, (normally two days), shall be non-compensable. Pursuant to applicable statute, each full-time academic employee's unused personal leave allowance shall accumulate from month to month without limit.

b. Associate academic employees shall accumulate leave on the basis of one day (8 hours) per month of employment, prorated to reflect the percentage of full-time load. Leave for sequentially contracted associate academic employees may be accumulated for one academic year; however, all leave accumulation will lapse at the end of

each academic year for all associate employees. Leave accumulated under Section 1(b) is not eligible for sick leave buyout.

2 - Compensability

Compensability of leave shall be according to statute.

3 - Exhaustion of Benefits

No deduction in pay will be made up to the total number of days of accrued personal leave. Deductions from accrued personal leave for illness or injury shall be charged against compensable days until such account is exhausted; thereafter, charges shall be to non-compensable days until such account is exhausted. All days utilized under emergency leave, bereavement leave, or personal leave shall first be charged to non-compensable days until such account is exhausted. Personal leave beyond the total number of days of accrued leave shall be deducted from salary at the per diem rate of the annual contract for each day of absence.

4 - Special Leave Consideration (Full-time Academic Employees)

Efforts shall be made to give special consideration in terms of either sabbatical leave or professional leave of absence without pay to faculty members who, due to enrollment difficulties, program obsolescence, or fiscal exigency, are threatened with RIF and wish to retrain for another position currently available or planned to be available at the College.

APPENDIX B

APPOINTMENTS, TITLES, WORKLOAD, AND COMPENSATION

I. APPOINTMENT CATEGORIES

All academic employees as defined herein shall be hired in one of the following appointment categories, which shall be designated on all Employment Notice and Service Record Change forms.

A. Full Time

An appointment for a full load as defined herein. All full-time appointments shall be in one of the following categories:

1. Tenured - An appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington. Such appointments are contracted on an annual basis.
2. Probationary - An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment as defined by the laws of the State of Washington. Such appointments are contracted on an annual basis.
3. Temporary - An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment. Such appointments are contracted on an

annual basis unless the need exists for less than one academic year. Temporary appointment does not constitute probationary appointment and temporary appointment does not lead to eligibility for tenure consideration, as defined by statute, unless probationary status is specifically awarded by action of the Employer. All temporary appointments expire at the end of the contracted period without further action of the employer. Temporary appointments may be made in the following categories:

a. An appointment which is funded by federal moneys or other special funds as defined by statute.

b. An appointment to replace a tenured employee who has been granted leave.

4. Priority of Appointments - Full-time faculty shall have priority rights over associate faculty and part-time faculty to maintain full load in class assignments.

B. Part-time

An appointment for less than a full time annual instructional load as defined in the workload section of this agreement shall be defined as a part-time appointment. Categories of part-time faculty shall be established as follows:

1. Associate Faculty - An appointment of 50 percent or more but less than a full-time teaching load. Associate faculty shall be compensated pro rata from the full-time faculty salary schedule, shall carry faculty benefits as defined herein for part-time faculty, and shall carry pro rata non-instructional responsibilities except for college committees, which shall be on a volunteer basis. No quarterly contracted part-time faculty shall be employed for more than 75 percent of an annual normal

load. The calculation of percentage of load for determining associate faculty status shall conform to the full-time teaching load stipulations as described in Section II.D. of this Appendix (B). Calculations for determining percentage of full-time teaching load shall include both day and evening assignments in credit-bearing courses.

2. Assistant Faculty - An appointment for less than 50 percent of a full teaching load contracted quarterly. Such appointments shall be compensated from the part-time instructor salary schedule (Appendix F) and shall not carry non-instructional responsibilities. Appointments in this category shall apply both to day and to evening assignments. Full-time faculty contracted for instruction in the continuing education program beyond normal instructional loads shall be compensated according to the part-time instructor salary schedule for such additional assignments.

II. TITLES

Academic employees shall be classified by title. Title classification shall be based upon the following minimum criteria:

Professor:	Lane 3, or Lane 2 (Appendix E) + 90 PIU's and ten years' experience.
Associate Professor:	Lane 2 (Appendix E) + 45 PIU's and eight years' experience.
Assistant Professor:	Lane 2 (Appendix E) and five years' experience.
Instructor:	All others with lesser education or experience.

Associate faculty shall have the same title privileges preceding the Associate faculty designation and must meet the same minimum requirements. Associate titles shall be:

Professor - Associate Faculty
Associate Professor - Associate Faculty
Assistant Professor - Associate Faculty
Instructor - Associate Faculty

III. WORKLOAD

A. The annual contract for full-time academic employees shall consist of 175 contractual days, at least 162 of which will be instructional days as scheduled in the academic calendar. The Association shall be consulted prior to the final adoption of the academic calendar by the Board of Trustees.

B. Individual assignments during instructional days shall be made in accordance with Section II.D. below.

C. Assignment of non-instructional days shall be made by the appropriate administrator after consultation with the division chairperson and shall include at least the same number of hours on campus or at an authorized location as would be required on an instructional day. Such assignments may include, but are not limited to, division and general faculty meetings, in-service training, curriculum development activities, academic advising, and workshops or seminars (including preparation time).

D. The normal full-time workload for academic employees shall be determined by either credit or contact hours. Except for specific instructional areas listed below, the normal

workload assignment will be either 15 credits or 20 contact hours per week.

	Credit/Qtr.	or Contact Hour/Week
Adult Basic Education	---	25
Auto Diesel	20	30
Counseling	---	40
Fisheries, Forestry	15	22
Industrial Electronics	16	24
Library	---	40
Mathematics Lab	---	24
Non-specified Instr. Dept.	15	20
Nursing	---	20
PE Activity Course (Lab)	12	24
Theatre Arts, Studio Arts	16	24
Pre-vocational (Handicapped)	---	40

Full-time academic employees whose contact hour limit is 24 hours or less shall be expected to keep at least 5 scheduled office hours per week for student advising and conferences.

Associate faculty shall keep office hours proportionate to teaching load in the office provided.

Alternative faculty assignments shall be made in consultation with the affected academic employee by the college president or dean in any case where the normal workload is not achieved.

Senior citizens and continuing education, may be included in instructors' assignments in order to achieve full-time loads.

Full-time faculty members shall not be required to substitute as part of their normal assignments. Payment for substitute activities shall be in accordance with the

part-time rate of pay provided such activities are assigned and authorized in advance by the dean of instruction.

The annual full-time workload may be a maximum of three credits and/or six contact hours greater than three times the quarterly credit and/or contact hour limit listed above but shall not exceed 40 contact hours per week. Pro rata salary calculations for associate faculty shall be based upon the minimum credit limit listed in this section or contact hour limit, whichever is more favorable to the employee. Beginning fall quarter, 1990, PCFA and administrative representatives will meet to review the College teaching workload structure and to design a study which will gather data to provide a basis for discussion of workload equalization.

E. In implementing II.D. above, the following conditions shall apply:

1. Overloads shall be computed on an annual basis by adding the weekly contact hours for each of the three quarters. Hours in excess of maximum annualized hours shall be compensated on a pro rata basis.
2. An academic employee in two or more instructional areas shall have workload computed on a pro rata basis.
3. The maximum described herein may be exceeded without compensation when requested by the individual academic employee and approved by the appropriate administrator.
4. Academic employees assigned to evening school as part of their regular workload will have appropriate adjustments in their daily assignments as approved by the dean of instruction.

F. The meeting of scheduled classes is a basic teaching responsibility. When scheduled classes will not be met,

academic employees must make appropriate alternative arrangements with the dean of instruction.

IV. COMPENSATION (Full-time and Associate Faculty)

A. Full-time Salary Schedule Index - Pay for full-time and associate faculty shall be computed from the full-time salary schedule (Appendix E).

B. Initial Faculty Salary Placement - Academic

1. Horizontal (Lane)

a. Initial horizontal salary placement is assigned upon the basis of official documented evidence of college and university degree and credit awards. Degrees and credits acceptable for salary placement must be from accredited colleges and universities listed in the directory published by the American Council on Education.

b. Initial placement is set at the highest documented relevant degree level plus appropriate credit hours earned subsequent to the date of that degree. Credit allowances beyond degree levels must be pertinent to the area of assignment and are subject to review and approval.

c. No placements are made beyond documented degree and credit levels.

d. All degrees and credits claimed for salary placement must be listed upon the initial application form. Degrees and credits completed prior to employment, but not claimed initially, will not be allowed for salary credit at any time subsequent to employment.

e. All degrees and credits claimed for salary placement must be documented within one (1) quarter of employment.

Salary placement will not be re-evaluated for documentation furnished subsequent to the one (1) quarter grace period.

f. The terms "Bachelor of Arts, Master of Arts, and Doctor of Philosophy," as used typically in the salary schedule to describe academic qualifications, are not restrictive. Any bachelor's, master's, or doctor's degree appropriate to the teaching assignment and meeting the requirements of sub-paragraph "a" above will be approved for salary placement.

g. All degree and credit documentation is established through official college and university transcripts which are sent directly from the issuing college or university to the Peninsula College personnel office.

2. Vertical (Step)

a. Step placement (experience credit) is determined only by a documented record of acceptable teaching experience in an organized public or private institution.

b. No step credit is allowed for undocumented teaching experience. Documentation may be established by letters of affidavit or certification, or by other acceptable official records.

c. Valid experience credit must be contracted and not less than annual half time. Half-time experience is counted at the rate of one (1) vertical step for each two (2) years. Experience which is more than half time but less than full time is counted as half-time experience.

d. No experience credit is allowed for teaching experience adjunct to regular registration in a college or university (teaching assistantship).

e. Initial vertical placement is made at the level one step beyond the number of experience years allowed, e.g., placement for two years allowed experience would be set at Step 3.

f. This section is used to set initial salaries for all teaching employees except those in vocational/technical programs.

C. Initial Placement - Vocational/Technical

1. Horizontal (Lane)

a. Horizontal placement may include both academic and experience credits; however, academic credits must be documented according to the requirements for academic placement, and experience credits must be documented by letters of affidavit or certification, or by other acceptable means.

b. Practical (industrial) experience may be used only to determine horizontal placement.

c. Placement in Lane 2 of the salary schedule requires a period of basic qualification (journeyman status in apprenticeable trades, five years full-time industrial experience, or a baccalaureate degree where applicable).

d. Initial placement beyond Lane 2 is based upon credit beyond the masters degree and/or experience credits. Experience credits (full-time employment) are counted at the rate of two (2) years' documented and relevant experience to ten (10) academic credits.

2. Vertical (Step)

Vertical placement is determined upon the same basis as in Academic Placement except that documented teaching

experience in an industrial setting may be counted toward initial placement. This experience must meet the same qualifying restrictions as in Academic Placement.

D. Salary Schedule Advancement

1. Horizontal

Salary advancement other than for years of teaching experience shall be allowed on the basis of approved PIUs. The definition of PIU (Professional Improvement Unit) for purposes of salary advancement is: one academic quarter credit; two-thirds of a semester credit; or a credit equivalent as defined below. PIUs allowed for salary purposes must meet the following standards:

a. Graduate credits earned in the individual's major or minor academic areas. (Preapproval not required.)

b. Undergraduate credits earned for the purpose of strengthening an individual's effectiveness in the area of assigned teaching responsibilities. (Preapproval not required.)

c. PIUs earned at the request of the dean of instruction.

d. Equivalent PIUs as follows:

(1) Credit for either paid or clinical work experience may be considered, provided such experience enhances the individual faculty member's professional effectiveness. The fundamental criteria evaluating such experience shall be whether or not such experience (1) exposes the academic employee to new or updated developments in his or her field, or (2) improves or refines previous skills. Repetitive activities that involve previously mastered

skills and that do not contribute to professional growth shall not be allowed for credit. An eight-hour day of paid or clinical work experience equals (0.2) PIU. No more than ten (10) PIUs in any calendar year or five (5) PIU's in any one subject area will be allowed for salary advancement. Subject area is defined as each topic in each individual's area of instruction. (Preapproval not required.)

(2) A documented eight hour day of participation in professional conferences or seminars is equal to 0.2 PIU. No more than ten (10) PIUs in any calendar year and no more than five (5) PIUs in one subject area will be allowed for salary advancement. (Preapproval not required.)

(3) A twenty-four hour day of travel status equals (0.2) PIU. No more than (5) PIUs in any calendar year shall be allowed for salary advancement. Faculty requesting PIUs for travel experience must show how such experience will enhance their effectiveness in the area of their assigned responsibilities. (Preapproval required.)

(4) PIUs may be allowed as part of a professional improvement plan which involves independent research and professional development activities. No more than ten (10) PIUs in any calendar year and no more than (5) PIUs in any subject area will be allowed for salary advancement. (Preapproval required.)

e. PIUs in categories requiring preplanning must be approved in advance by the dean of instruction in

consultation with a three-member faculty review committee elected by PCFA. PIUs requiring preapproval but not approved in advance will not be allowed for salary advancement. Faculty members are responsible individually for furnishing proof of the satisfactory completion of PIUs approved for salary advancement. Official transcripts of college or university credits must be furnished for graduate or undergraduate college credits. Acceptable documentation must be furnished for all equivalent PIUs. Documentation for PIUs earned in the previous calendar year must be submitted to the dean of instruction by October 15 of the year in which salary PIUS are to be applied. Approved PIUs documented after October 15 will be applicable for salary advancement effective the following year. The dean of instruction and the faculty review committee shall meet to consider the application for PIUs at least once during each quarter. The committee shall have the right to request additional documentation from any applicant. In the event that PIUs are not approved, faculty members shall have the right to submit additional documentation to the committee and/or appeal the decision to the committee. Faculty members who have submitted an application for PIUs shall be notified of the committee decision subsequent to the meeting in which it was considered.

f. All approved PIUs shall apply to horizontal advancement regardless of source of funding.

g. The maximum PIU's awarded for academic faculty with a Bachelor's degree shall be 60. Faculty with a Master's degree shall not exceed 105 PIU's and faculty with a Ph.D. shall not exceed 30 PIU's, unless the state determines that it will reimburse the college at a higher level for Master's and Ph.D., in which case the PIU's can be accumulated to the maximum reimbursed by the state. Vocational instructors are exempt from the above limitations, but may not exceed a total of 345 PIU's.

2. Vertical

a. Full-time academic employees shall advance one step vertically for each year of service.

b. Associate academic employees shall advance one step for each full-time equivalent year of classes.

V. The Association reserves the right to pursue judicial or legislative action to secure funds to implement vertical step increments which have been earned but have been denied by the legislature.

APPENDIX C

EVALUATION OF TENURED, PROBATIONARY, AND ASSOCIATE ACADEMIC EMPLOYEES

I. PURPOSE

The purpose of this appendix is to provide an evaluation procedure which will aide the evaluee in enhancing their professionalism.

II. EVALUATION OF TENURED FACULTY

The names of academic employees and students nominated for specific review committees shall be compiled and published by the dean of instruction. The scheduling of probationary and tenured academic employees for evaluation shall be the responsibility of the dean of instruction.

A faculty evaluation committee shall consist of the dean of instruction or his/her designee, one tenured faculty member appointed by the president, one tenured faculty member chosen by the evaluee, and the faculty member serving as chairperson of the division of which the evaluee is a member. Tenured faculty members must have duty assignments which are primarily non-administration. If the evaluee is a counselor, the associate dean for counseling shall serve in place of a division chairperson, and if the probationer is a librarian, the associate dean of library services shall serve.

Tenured academic employees will be evaluated no less than once each five years. These reports shall be forwarded from the responsible committees through the dean of instruction to the president.

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At the beginning of fall quarter of the year in which a faculty member is to be evaluated, the committee shall be formed and evaluee notified of the evaluation process.

The committee, in agreement with the evaluee, may utilize evaluation tools other than those listed below; however, the minimum requirements for the evaluation are:

1. completion of a self-evaluation using a form to be prescribed by the committee;
2. one evaluation by students in each class being taught, to be conducted by either a committee member, a counselor, or a faculty member appointed by the committee;
3. a video-tape of at least one class session;
4. an observation of one class session done by each committee member;
5. a current course curriculum guide for each course being taught;
6. A completed five year professional development plan. The five year professional development plan format shall be developed by the division chairs in consultation with the Association during the 1989-90 academic year. This plan will be approved by the president and the Association.

The committee will meet with the evaluee a minimum of three times. At the initial meeting, the committee will explain the process to be used and request input from the evaluee.

A second meeting will be for the purpose of sharing the results of the evaluation with the evaluee.

A third meeting will be held subsequent to the time the evaluee has had an opportunity to read the committee report(s), at which time the evaluee may request clarification or may add his/her own reactions to the report.

The evaluation will include:

1. either a composite, or individual written evaluations by each committee member based upon discussions with the evaluee, other faculty members, and observations made of class sessions. The report(s) are final and will detail the evaluee's strengths as a teacher, counselor, or librarian, his/her deficiencies, and a list of improvements to be made in his/her performance as a Peninsula College employee;
2. summaries of all student evaluations;
3. the evaluee's self-evaluation;
4. a small group instructional diagnosis;
5. one video tape of class session.

The requirements for an evaluation of a non-teaching evaluee may necessitate replacing methods of evaluation such as class observations, taping of class sessions, and student evaluations of teaching performance. It is the committee's responsibility to specify other methods to be used for the evaluation.

III. EVALUATION OF PROBATIONARY FACULTY

The names of academic employees and students nominated for specific review committees shall be compiled and published by the dean of instruction. The scheduling of probationary academic employees for evaluation shall be the responsibility of the dean of instruction.

A faculty evaluation committee shall consist of the dean of instruction or his/her designee, one tenured faculty member appointed by the president, one tenured faculty member chosen by the probationer, the faculty member serving as chairperson of the division of which the probationer is a member, and a full-time student nominated by the Associated Student Council. Tenured faculty members must have duty assignments which are primarily non-

administrative. If the probationer is a counselor, the associate dean for counseling shall serve in place of a division chairperson, and if the probationer is a librarian, the associate dean for library services shall serve. The committee membership shall remain the same for the probationary period so long as each member is employed by Peninsula College and is on campus.

A formal evaluation report shall be prepared on each probationary academic employee by the conclusion of second quarter in the first, second, and third years of employment. Subsequently, academic employees will be evaluated no less than once each five years. These reports shall be forwarded from the responsible committees through the dean of instruction to the president. At the beginning of fall quarter of the first year a probationer is employed, the committee shall be formed and the probationer notified of the evaluation process. The committee, at its discretion, may request the probationer to meet requirements other than those listed below; however, the minimum requirements for the evaluation are:

1. completion of a self-evaluation using a form to be prescribed by the committee;
2. one evaluation by students in each class being taught, to be conducted by either a committee member, a counselor, or a faculty member appointed by the committee;
3. a video-tape of at least one class session;
4. an observation of one class session done by each committee member;
5. a current course curriculum guide for each course being taught;
6. a completed five year professional development plan;
7. a small group instructional diagnosis.

The committee will meet with the probationer a minimum of three times. At the initial meeting, the committee will explain the process to be used and request input from the probationer.

A second meeting will be for the purpose of sharing the results of the evaluation with the probationer.

A third meeting will be held subsequent to the time the probationer has had an opportunity to read the committee report(s), at which time the probationer may request clarification or may add his/her own reactions to the report.

The evaluation report will include:

1. either a composite, or individual report written by each committee member based upon discussions with the probationer, other faculty members, and observations made of class sessions. The report(s) will detail the probationer's strengths as a teacher, counselor, or librarian, his/her deficiencies, and a list of improvements to be made in his/her performance as a Peninsula College employee;
2. summaries of all student evaluations;
3. one video tape of a class session;
4. the probationer's self-evaluation;
5. a recommendation either to continue or discontinue the probationary status of the probationer;
6. at the conclusion of the third evaluation a recommendation either to grant tenure status or dismissal is to be made.

The requirements for an evaluation of a non-teaching probationer may necessitate replacing methods of evaluation such as class observations and taping of class sessions and student evaluations of teaching performance. It is the committee's responsibility to specify other methods to be used for the evaluation.

The decision to award or not award tenure shall be in accordance with RCW 28B.50.852. By March 1 of each year, probationary review committees shall submit, for all third-year probationary faculty, a recommendation to award or not to award tenure. These recommendations shall be forwarded to the trustees through the dean of instruction and the president. The trustees, after the consideration of the committees' recommendations, shall decide as to whether or not tenure shall be awarded. Probationary faculty will be notified of the trustees' decision not later than the conclusion of winter quarter in the third probationary year.

All review committees, both for new probationers and for tenured faculty, will be formed and approved no later than the third week of the beginning of fall quarter.

Unless excused in writing by the president, all faculty and administrators assigned to probationary review committees, will serve the full probationary term. Should a committee member be excused, a replacement will be nominated and approved according to the terms of this policy.

IV. EVALUATION OF ASSOCIATE FACULTY

The associate faculty shall be evaluated after three years of employment. Evaluations will occur at five year intervals following the initial evaluation, The scheduling of the evaluation shall be the responsibility of the division chair of the division of which the associate faculty is a member.

The evaluation committee shall consist of the division chair, a representative of the evaluee, and an individual appointed by the division chair in consultation with the evaluee. The dean of instruction or other appropriate administrator will participate in the final evaluation meeting.

The minimum requirements for the evaluation shall be the same as those specified in the review of tenured faculty.

V. EVALUATION CRITERIA

A. Criteria for teaching faculty
   1. Mastery of subject matter
   2. Classroom management
   3. Teacher/student communication
   4. Teacher evaluation of student performance
   5. Conduct of other assigned responsibilities
   6. Interest/enthusiasm for the job

B. Criteria for Librarians
   1. Professional competence
   2. Relations with students
   3. Relations with faculty and peers
   4. Interest/enthusiasm for job
   5. Student evaluations in courses taught (when applicable)

C. Criteria for counselors
   1. Professional competence
   2. Relations with students (including students in counselors' specialized areas)
   3. Relations with faculty and peers
   4. Interest/enthusiasm for job
   5. Student evaluations in courses taught (when applicable)

VI. DISPOSITION OF EVALUATIONS

The result of evaluations shall be communicated only to the evaluated academic employee, the division chairperson, the dean of instruction, the president, and the trustees. Video tapes shall be for the sole use of the academic employee. All evaluation reports shall become part of the permanent record file of each evaluated academic employee.

If the evaluee wishes to add a statement to the report, he/she may do so; however, the evaluee will sign a statement that he/she has read the report.

APPENDIX D
REDUCTION IN FORCE AND DISMISSAL

I. PURPOSE

If a tenured or probationary academic employee with a full-time faculty appointment is to be laid off for program termination or reduction resulting from substantial decreases in enrollment, for changes in educational policy adopted by the Board of Trustees, or substantial shortage of funds, this Reduction in Force and Dismissal Appendix will be utilized and the following criteria and procedures used. (The Board of Trustees perceives this RIF or reduction of staff policy as a document to be implemented if the foregoing conditions are present.)

II. NOTIFICATION OF POTENTIAL RIF

The president, with consultation from his/her administrative staff, division chairpersons, and others, will review the nature of the problem facing the College. If the president concludes that reductions in staff are or will be necessary in the near future, he/she will give notice of the potential reductions to the Association. The preliminary notice which the president gives to the organization shall include the reasons for the proposed reductions in staff and the number of academic employees to be considered for layoff.

III. EMPLOYEE CONSULTATION AND RESPONSE

The Association will then have the right to meet and exchange information with the president, who shall fully document the need for such reductions in staff. Such meetings shall conclude within ten (10) days of the date of the first

meeting. In the event the Association is not in agreement with the proposed RIF, it may develop alternative proposals which shall be made available to the Board of Trustees and any group or individual requesting the same.

IV. LAYOFF CRITERIA AND CONSIDERATIONS

A. The president shall present and explain the major criteria to be used to identify those to be laid off to the faculty. If any courses currently in the curriculum are expected to be eliminated, the president shall identify those courses and explain why they have been judged not to be the most necessary course offerings to maintain the best possible quality educational opportunities at Peninsula College. The Association shall be consulted prior to the termination of any occupational or academic programs. In the event any employee group or college organization is not in agreement with the recommendations of the president, they may present their opinions and recommendations for consideration to the president.

The Employer shall attempt to reassign academic employees whose courses/programs are being eliminated.

Nothing in this section shall preclude the administration from implementing this RIF policy if the need for the RIF has not been agreed upon as provided for in this section.

B. If the number of academic employees is to be reduced, the president, with advice from the dean of instruction and division chairpersons, shall recommend what course offerings and/or other services are most necessary to maintain quality education at Peninsula College. The president shall consider, but not be limited to, the following factors:

1. The enrollment and the trends in enrollment for not less than two (2) years, if applicable, and their effect upon each division.
2. The goals and objectives of Peninsula College and the State Board for Community College Education.
3. Information concerning faculty vacancies occurring through retirement, resignation, sabbaticals, and leaves of absence.
4. The duties for which academic employees are needed.

V. ORDER OF LAYOFF

If a reduction is necessary and there are qualified academic employees to replace and perform all the needed duties of the employees to be laid off, the following order of layoff will be utilized:

A. Probationary appointees with the least seniority.

B. Full-time tenured academic employees with the least seniority.

VI. SENIORITY

A. Seniority shall be determined by establishing the date of the signing of the first full-time employment notice for the most recent period of continuous full-time professional service for Peninsula College which shall include leaves of absence, sabbatical leaves, and periods of layoff. The longest terms of employment as thus established shall be considered the highest level of seniority.

B. In instances where academic employees have the same beginning date of full-time employment, seniority shall be determined by the first date of associate faculty employment notice, if applicable.

VII. DETERMINATION OF QUALIFICATIONS

An academic employee shall be qualified to instruct courses which the president, with advice from the dean of instruction and the appropriate division chairperson determines the academic employee is qualified to instruct.

VIII. RIGHT TO RECALL

A full-time tenured academic employee whose contract is not renewed as a result of this reduction procedure has a right to a recall to a position, either a newly created one or a vacancy, provided he/she is qualified as determined by the college president. The recall shall be in reversed seniority, the most senior first. Full-time tenured academic employees who have been laid off will retain their accrued benefits such as sick leave and seniority. The right of recall shall extend two (2) years from the date of layoff. Upon recall they shall be placed at least at the next higher increment on the salary schedule than at the time of layoff and will retain their tenured status.

IX. DISMISSAL POLICY

A. A tenured academic employee shall not be dismissed or laid off from his appointment except for sufficient cause. An academic employee who holds a probationary faculty appointment shall not be dismissed or laid off prior to the dates established in the written terms of his appointment except for sufficient cause. Sufficient cause for dismissal includes but is not limited to causes identified in the Washington State statutes and RIF.

B. A review committee shall be created for the express purpose of making recommendations to the Board of Trustees

relating to the layoff and/or dismissal of academic employees of the College.

1. The review committee shall be established no later than November 15 of each year and shall serve for the following twelve months. Those members of the review committee who receive a notice of dismissal or layoff shall be excused from serving on the review committee.
2. The review committee shall be comprised of the following members: one (1) administrator, three (3) academic employees.
3. Election of academic employees to the review committee shall be made by the Association prior to November 15 each year. A minimum of six (6) academic employees shall be nominated. The three persons receiving the most votes shall be elected as members of the review committee. The persons receiving the next highest number of votes shall be elected as alternates. The alternate receiving the greatest number of votes shall be Alternate #1, the next greatest number shall be Alternate #2, and third greatest number, Alternate #3.
4. Faculty members affected shall each have one peremptory challenge on membership of the review committee. In the event a review committee member is challenged, an alternate shall serve.
5. The review committee will select one of its members to serve as chairman.

X. PROCEDURE FOR LAYOFF OR DISMISSAL

A. When the president receives or initiates a formal written recommendation about an academic employee which may warrant dismissal or layoff, the president shall inform that academic employee. Within ten (10) days after having been so

informed, the academic employee will be afforded an opportunity to meet with the president or designee and the chairman of the division. At this preliminary meeting, which shall be an information gathering session, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the college president, the president shall recommend that the academic employee be dismissed or laid off.

B. If the president recommends that the academic employee be dismissed or laid off, the president shall deliver a short and plain statement in writing to the academic employee which shall contain:

1. The grounds for dismissal or layoff in reasonable particularity.
2. A statement of the legal authority and jurisdiction under which the hearing is to be held.
3. Reference to any particular statutes or rules involved.

XI. HEARING

A. After notification of the president's recommendation for layoff or dismissal, the affected academic employee may within the following ten (10) days request a hearing. If the president does not receive this request within the ten (10) days, the academic employee's right to a hearing will be deemed waived. If the president receives a request for a hearing, the review committee will be convened and the aforesaid statement shall be delivered to the members. The president also shall notify the Board of Trustees of the request for a hearing. The Board of Trustees shall then appoint a hearing examiner whose responsibilities shall be to establish a date for a hearing and to inform, in writing, the employee, the president, and the review committee of the time,

date, and place of such hearing. The hearing examiner shall not be a community college board member, community college employee, member of the State Board for Community College Education staff, or a Washington State attorney general employee. Furthermore, this scheduled hearing shall not be held prior to the twenty-first (21) day following notification of the president that the employee requested a hearing.

B. In the presence of the review committee, the hearing examiner shall:

1. Preside over the dismissal hearing.
2. Conduct the hearing with all due speed until the hearing is terminated.
3. Hear testimony, under oath, from all individuals called by the president, the employee, the dismissal review committee, or the hearing examiner, and receive any evidence offered by the same.
4. Afford the employee whose case is being heard the right of cross-examination, the opportunity to defend him/herself, and to be accompanied by legal counsel.
5. Allow the college administration to be represented by an assistant attorney general.
6. Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearings.

C. The hearing shall be closed unless the hearing examiner determines otherwise.

D. Following the presentation of testimony and evidence, the hearing examiner shall afford the employee or his/her counsel(s) and the assistant attorney general representing the college administration the opportunity to present oral arguments. The hearing examiner may request written briefs to be submitted within five (5) days.

E. Within fifteen (15) days of the conclusion of all hearing testimony, evidence, oral arguments, and written briefs, the review committee and the hearing examiner shall make their written recommendations to the Board of Trustees. A copy of such recommendations shall also be given at the same time to the employee and to the president.

XII. RECOMMENDATIONS

A. The decision to dismiss shall rest, with respect to both facts and decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the president, the dismissal review committee, and the hearing examiner. Those recommendations shall be advisory only and in no respect binding in fact or law upon the Board of Trustees.

B. The Board of Trustees shall meet within a reasonable time subsequent to its receipt of the recommendations to consider those recommendations. The Board of Trustees shall afford the parties the right to oral and written argument with respect to whether they will dismiss the faculty member involved. The Board of Trustees may hold such other proceedings as it deems advisable before reaching its decision. A record of the proceedings at the board level shall be made and the final decision shall be based only upon the record made before the Board and at the dismissal hearing, including the briefs and oral arguments. The Board of Trustees shall, within fifteen (15) days following the conclusion of its review, notify the charged academic employee, in writing, of its final decision.

C. Suspension of the academic employee by the president during the administrative dismissal proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to self or others is threatened by continuance.

Any such suspension shall be without pay if dismissal is upheld.

D. If the president of Peninsula College initiates a formal written recommendation that an academic employee be dismissed and the Board of Trustees decides to retain the employee, or if the trustees' decision to dismiss an employee is reversed by a court, all evidence concerning the dismissal will be removed from the employee's permanent personnel file if the reason for the denial of the recommendation was the president's failure to establish the facts which were the basis for the dismissal recommendation. If the facts which were the basis for the dismissal recommendation were shown to the satisfaction of the trustees and the courts but the dismissal recommendation was not followed because the trustees or the courts decided that the facts were not sufficient to warrant dismissal, the facts which were shown would be retained in the employee's permanent personnel file along with a record of the outcome of the dismissal proceedings. If the facts are to be retained in the employee's permanent personnel file, the employee will be given an opportunity to review the facts and to write an explanation which will be retained along with the findings of fact.

XIII. WAIVER OF RIGHTS

Nothing in this reduction in force and dismissal policy shall be determined as an abrogation of or as a waiver of rights or procedures set forth under the Professional Negotiations Act or other applicable Washington State statutes or federal regulations.

FACULTY SALARY SCHEDULE

PENINSULA COLLEGE
FULL TIME FACULTY
SALARY SCHEDULE

Base salary	21519
experience	625
MA (.08207 x base)	1766
PhD (.3087 x base)	6624
PIU	43

	LANE 1	LANE 2	LANE 3
STEP	BA	MA	PhD
1	21519	23285	28143
2	22144	23910	28768
3	22769	24535	29393
4	23394	25160	30018
5	24019	25785	30643
6	24644	26410	31268
7	25269	27035	31893
8	25894	27660	32518
9	26519	28285	33143
10	27144	28910	33768
11	27769	29535	34393
12	28394	30160	35018
13	29019	30785	35643
14	29644	31410	36268
15	30269	32035	36893
16	30894	32660	37518
17	31519	33285	38143
18	32144	33910	38768
19	32769	34535	39393
20	33394	35160	40018

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PENINSULA COLLEGE

FACULTY SALARY SCHEDULE

PENINSULA COLLEGE
1990 PART-TIME INSTRUCTOR SALARY SCHEDULE

EFFECTIVE WINTER QUARTER, 1990

CREDIT	SCHEDULED HRS/WEEK	TOTAL
1	1	$306.70
1	2	$451.13
2	2	$613.40
2	3	$757.83
2	4	$902.26
3	3	$920.10
3	4	$1,064.53
3	5	$1,208.96
3	6	$1,353.39
4	4	$1,226.80
4	5	$1,371.23
4	6	$1,515.66
4	8	$1,804.52
5	5	$1,533.50
5	6	$1,677.93
5	7	$1,822.36

Calculation based on $162.27 per credit plus $13.13 per hour.

Contact time per quarter must equal 550 minutes per credit for courses classified as "lecture" and 1100 minutes per quarter for courses classified as "laboratory."

Senior Citizen (non-credit) courses rate: $148.68 per credit, and $11.95 per hour.

Community Service rate: $17.50 per contact hour, or as negotiated.

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PENINSULA COLLEGE

ERIC Clearinghouse for Junior Colleges DEC 31 1991